

## **THIRD AMENDATORY AGREEMENT**

**THIS THIRD AMENDATORY AGREEMENT** is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **KG CLEAN, INC.**, a Colorado Corporation whose address is 11005 Dover Street, Unit 200, Westminster, CO 80021 organized and existing under and by virtue of the laws of the State of Colorado (“Contractor”), Party of the Second Part.

### **WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement dated March 25, 2021, and an Amendatory Agreement dated May 9, 2024, and a Second Amendatory Agreement dated December 6, 2024 (collectively, the “Agreement”), to perform janitorial services (the “Services”); and

**WHEREAS**, the Parties now wish to amend the Agreement to extend the Term, increase the Maximum Contract Liability, and make such other amendments as are set forth below.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.
2. Section 3 of the Agreement, entitled “TERM”, is hereby amended to read as follows:

#### **“SECTION 3 – TERM**

“The term of this Agreement shall commence at 12:01 a.m. M.S.T. on May 1, 2021, and shall terminate at 11:59:59 p.m. M.S.T. on April 30, 2026, unless earlier terminated in accordance with the Contract Documents or extended by written amendment. The Contractor agrees to comply with all applicable contract close-out procedures and requirements set forth in the Agreement and as otherwise directed by the Executive Director.”

3. Section 4 of the Agreement, entitled “COMPENSATION AND PAYMENT”, Subsection 4.03, entitled “MAXIMUM LIABILITY”, Subparagraph A is hereby amended to read as follows:

#### “4.03 MAXIMUM LIABILITY

“A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of **SIX MILLION NINE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$6,925,000.00)** (the “Maximum Contract Liability”). The Maximum Contract Liability may only be increased by written amendment to this Agreement. Any services performed beyond those set forth therein are performed at Contractor’s risk and without authorization under the Agreement.”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW.]**

**Contract Control Number:**  
**Contractor Name:**

GENRL-202578103-03 [GENRL-202157441-03]  
KG CLEAN, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL****CITY AND COUNTY OF DENVER:**

**ATTEST:**  
  
By: \_\_\_\_\_  
  
\_\_\_\_\_

**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

GENRL-202578103-03 [GENRL-202157441-03]  
KG CLEAN, INC.

By:

Signed by:

*Elizabeth Russ*

EFB566E48B7142E...

Name:

Elizabeth Russ

(please print)

Title:

COO

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)